

UNION CO. / TEAMSTERS # 238 (SHERIFF) 07-10

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COLLECTIVE BARGAINING AGREEMENT

between

**UNION COUNTY, IOWA
BOARD OF SUPERVISORS**

and

TEAMSTERS LOCAL UNION #238

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JULY 1, 2007

through

JUNE 30, 2010

582

UNION COUNTY SHERIFF'S DEPARTMENT

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AGREEMENT

THIS AGREEMENT is made and entered into between the UNION COUNTY BOARD OF SUPERVISORS (hereinafter referred to as the Employer), and the TEAMSTERS LOCAL UNION #238, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, as set forth in Case No 1089 issued by the Iowa Public Employment Relations Board of the 14th day of December, 1977.

RECOGNITION

The Employer hereby recognizes the Teamsters Local Union #238, affiliated with the International Brotherhood of Teamsters, as the bargaining representative for the employees as set forth in Case No. 1089 issued by the Iowa Public Employment Relations Board on the 14th day of December, 1977 (hereinafter referred to as the Union or Employee Organization).

PREAMBLE

The Employer has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the Employer to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the Employer and the County residents.

It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operations of the Employer, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by statutes of the State of Iowa, except as controlled by this Agreement.

The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline, or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability or because of relationship to other employees by blood or marriage; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the Employer, so long as such action does not conflict with the provisions of this Agreement.

MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to operate and manage its affairs in accordance to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act and the rights defined in Chapter 20.7 of the Code of Iowa. All rights and authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.

EMPLOYEE RIGHTS

Employees shall have the rights granted to all citizens by the United States and Iowa State Constitutions and the rights granted in Chapter 20.8 of the Code of Iowa. No employee shall be reduced in pay or position, suspended, discharged, or subjected to disciplinary action except for just cause.

NO STRIKE

Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa, 1983) shall be considered part of this Agreement.

ARTICLE 2 **GRIEVANCE PROCEDURE**

Grievance Procedure: The investigation or processing of a grievance by the Employee Organization representative(s) shall be carried out in a manner that does not interfere with normal operations of the Employer. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. Any action taken under Chapter 341A, Code of Iowa 1983, (Civil Service for Deputy County Sheriffs) shall supersede and cancel any grievance brought under this Article.

Time Limits: If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as defined at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement between the Employer and grievant. The same arbitrator may hear more than one grievance only by mutual written agreement of the parties.

Step One: Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest supervisory level, normally with the immediate supervisor. The grievance shall be discussed orally, but the grievant shall cite the provision(s) of this

Agreement allegedly violated. Step One must be taken within ten (10) working days of the incident complained of. The immediate supervisor shall have ten (10) working days to investigate the grievance and respond to it.

Step Two: If the disposition of the grievance in Step One is not satisfactory to the grievant, he/she shall make a written report and submit it to the Sheriff within ten (10) working days after the response from the immediate supervisor. The Sheriff shall schedule a conference with the grievant and the immediate supervisor within ten (10) working days of receipt of the complaint. Following the aforesaid conference, the Sheriff shall investigate the grievance, and respond to it in writing within ten (10) working days.

Step Three: If the grievance is not settled in accordance with the foregoing procedure, the grievance may be appealed to arbitration, provided that notice is given in writing to the county and is with approval of the employee organization and the employee. The appeal must be made within ten working days after the receipt of the answer in Step 2.

The parties will attempt to meet within ten days to select an arbitrator, or to request PERB to furnish a list of seven arbitrators from which the parties will select one arbitrator. The fees and expenses of the arbitrator will be shared equally by the parties.

AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her, in writing, by the Employer and the employee and the Employee Organization, and shall have no authority to make his/her decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make his/her decision on any issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modify or vary in any way the application law, rules or regulations having the force and effect of law. The arbitrator shall submit, in writing, his/her decision within twenty (20) days following the closing of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his/her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he/she has receive from any source during said period.

No decision of an arbitrator or of the Employer in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case. No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

ARTICLE 3 **EMPLOYMENT**

Probation: Each employee shall be considered as on probation for a period of at least six (6) months or upon completion of the Police Academy or Jailer or Matron School, from the date of employment. Any employee may be terminated with probable cause during the probationary period without right of appeal. Upon satisfactory completion of the probationary period, the employee shall be entitled to all the rights and privileges granted all permanent employees and the terms of employment shall start as of the employment date.

Permanent Part-Time: Permanent part-time status is granted upon satisfactory completion of the probationary period. Permanent part-time employees are expected to work in excess of twenty (20) hours in the normal workweek every workweek except for approved leaves of absence.

Permanent Employment: Permanent employment status is granted upon satisfactory completion of the probationary period. Permanent employees are expected to work their normal workweek every week, except for approved leaves of absence.

Seniority: Seniority means an employee's length of continuous full-time service with the Employer since his/her last date of hire. Employees who are promoted out of the bargaining unit shall accrue seniority for up to six (6) months. After six (6) months, his/her seniority will be frozen.

JOB SELECTION AND PROMOTION

Job selection and promotion shall be based upon the following:

1. The skills, knowledge and ability of the applicant based upon education, training, and experience.
2. Job performance factors such as judgment, work habits, quantity of work, and quality of work. Seniority will prevail if all other qualifications are equal.
3. Applicants must meet minimum qualifications to be eligible for the position. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification. Where a person presently employed by the Employer is selected to fill a vacancy, the rate of pay shall not be less than the employee is presently receiving.

ARTICLE 4 **HOURS**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Sheriff.

Working Hours: The sheriff will determine the normal work schedule for deputies and jailers. The normal workweek for other Sheriff Department employees shall be forty (40) hours in a seven-day period. The Employer shall give notice in writing within five (5) days in advance of change in starting time except in the case of an emergency.

Call-Time: Call-time is intended to compensate an employee for making a special trip to work. To qualify for call-in compensation, the employee's call-in time worked cannot be contiguous either before or after his or her regular scheduled work shift. Employees shall be guaranteed a minimum of two hours at straight time pay per occurrence. Call-time shall be counted as time worked when computing overtime.

Break Time: All employees will be permitted to take a fifteen (15) minute break with pay during each four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible and the time limit must be strictly observed. All employees will be permitted a lunch period of one (1) hour scheduled as close to the middle of the work day as possible. Employees are considered "on duty" at all times.

Overtime

Deputy Sheriffs and Jailers: Overtime will be paid for all hours worked in excess of one hundred seventy-one (171) hours in a twenty-eight (28) day period at the rate of one and one-half (1 1/2) the normal hourly rate of pay. After the annual compensation of the Sheriff has been reached, overtime shall be compensated in compensatory time off at the same rate as overtime pay. There shall be no pyramiding of overtime or any other pay.

Other Sheriff Department Employees, which includes the following classifications: Civil Clerk, Chief Jailer, and Jailer/Matron/Computer: Overtime will be paid for all hours worked in excess of forty (40) hours in any given work week at the rate of one and one-half (1 1/2) the normal hourly rate of pay. There shall be no pyramiding of overtime or any other pay.

The result of this change will allow the Sheriff to assign Deputies and Jailers to work over forty (40) hours in a workweek without paying overtime. This will allow the Sheriff to put Deputies on different schedules, such as 6 + 3 schedule. A 6 + 3 schedule will allow the Sheriff to schedule a Deputy to work six (6) days on and then have three (3) days off without overtime for the Deputy.

ARTICLE 5 **REDUCTION IN FORCE**

A restricted operating budget or a shortage of work sometimes makes a staff reduction necessary. The layoff will be accomplished in the following sequence: probationary, permanent part-time, and finally permanent employees.

ARTICLE 6 **TRANSFER PROCEDURE**

The Employer shall have sole discretion to fill a vacancy or vacancies. When more than one employee is being considered to fill a vacancy with equal qualifications, seniority shall rule.

The Employer shall post notice of all vacancies and minimum qualifications of an applicant in a designated place.

ARTICLE 7 **LEAVES**

Leaves With Pay:

Military Leave: All probationary and permanent employees shall be granted up to a maximum of thirty (30) days annual leave with pay or as required by military order of the Code of Iowa.

Jury Duty Leave: All probationary and permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the Employer. Jury duty pay does not include payment for mileage.

Funeral Leave: All probationary and permanent employees will be allowed time off, with pay, to attend funerals on the following schedule: three (3) days per occurrence for arrangement and attending the funeral of a spouse, child, mother, father, brother or sister.

One (1) day per occurrence for funeral of brother-in-law and sister-in-law, or other relative; one (1) day per occurrence for funeral as a pallbearer; one-half (1/2) day for present employees of the Employer. In emergency situation, additional time granted on written request and approval.

Holiday Leaves: All probationary and permanent employees shall be eligible for eight (8) hours holiday pay for each observed holiday. Holidays shall be observed on the actual calendar date on which the holiday falls. In order to be eligible for holiday pay, an employee must report for work on the last scheduled workday before and after the holiday, except on approved leave.

Holidays observed by eligible employees are as follows:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday (Noon closing)	Day after Thanksgiving
Memorial Day	Christmas
Independence Day	December 24 or 26 (as designated by the Employer)
Labor Day	

All regular full-time employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. A regular full-time employee required to work on any recognized paid holiday shall be paid in the form of compensatory time or pay at the rate of time and one-half (1 1/2) for all hours worked, plus the paid holiday at said straight time rate. A regular part-time employee required to work on any recognized paid holiday shall be paid in the form of compensatory time or pay at straight time for all hours worked. The choice between compensatory time or pay will be at the discretion of the Sheriff. Holiday pay will be at the normal pay for the day for which he/she would have been scheduled to work. If an employee is on call on a holiday, and not called out, the employee will receive one-half (1/2) hour of compensatory time for each hour on call not worked.

To be eligible for holiday pay, an employee must have worked his/her last full scheduled workday immediately before and his/her first full scheduled workday immediately after each holiday, e.g., an employee on sick leave would not be eligible for holiday pay unless the employee brings a statement from his/her physician verifying the employee's illness and/or injury.

Sick Leave: All probationary and permanent employees shall be entitled to accrue sick leave with full pay at the rate of one (1) working day for each month of employment, subject to the following conditions.

- a. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury, for medical, surgical, dental, or optical examination or treatment, or whereby reason of his/her exposure to contagious disease, the presence at the post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery there from shall be covered by sick leave.
- b. Sick leave shall not be used for vacation leave.

- c. Sick leave shall not be taken in advance.
- d. Sick leave shall not be accumulative for more than ninety (90) working days.
- e. In all cases where an employee has been absent on sick leave, he/she shall immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item (a) above. In cases where such absence exceeds three (3) workdays, a physician or other authorized practitioner shall verify such statement, unless waived by the Employer. For a lesser period of absence, the Employer may, at his discretion, require evidence of illness or other reasons defined in item (a) above as they deemed necessary and in all cases, sick leave pay shall not be granted until approved by the Employer.
- f. Sick leave shall be taken in a minimum of two (2) hour increments. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.
- g. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or other leave without pay.
- h. An employee who is transferred from one department to another shall be credited with the sick leave accumulated.
- i. All sick leaves shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation.
- j. If an absence of illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has accrued.
- k. Failure on the part of an employee to report immediately at the expiration of a leave of absence, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.
- l. The Employer shall not supplement an employee's Workers Compensation benefits by reducing the employee's sick leave, vacation leave, or earned compensatory time entitlements, unless the Employer first notifies the employee of the employee's option to supplement and the employee elects to so supplement.
- m. Sick Leave Incentive: Twelve (12) days or any part of the twelve (12) days earned above the 90 days will be paid out to the employee. Payment will be computed as follows: \$10.40 times days earned over 90 days up to the maximum of 12 days.

This is an annual entitlement. The maximum entitlement per year will be twelve (12) days.

- n. Personal leave may not exceed two (2) working days per contract year, to be taken from the employee's accumulated sick leave. These days may be taken in two (2) hour increments.
- o. An employee may use three (3) days of accumulated sick leave annually in case of illness of the employee's immediate family (spouse, child, mother, father, brother or sister).

Vacation Leave: All probationary and permanent employees shall earn vacation leave with full pay for continuous employment as follows:

Service Requirement	Vacation Allowance
After one (1) full year of continuous service	Two (2) weeks
After seven (7) full years of continuous service	Three (3) weeks
After Nineteen (19) full years of continuous service	Four (4) weeks

For the 2008-2009 contract year, an employee can earn four (4) weeks of vacation after 18 years of service plus, for the 2009-2010 contract year an employee can earn four (4) weeks of vacation after 17 years of service.

No vacation is to be taken during the probationary period.

When approved leave or regular scheduled day off, designated in this Agreement, falls within the vacation period, the approved leave or regular scheduled day off shall not be included in the vacation period. Vacation leave shall be accrued on an annual basis figured from date of employment, and may accrue to a maximum of twice the annual rate, but not to exceed twice the annual entitlement. Vacation leave may be taken in a minimum of one (1) hour increments. If an employee is separated from employment due to layoff, resignation, discharge, retirement, or death, he/she or his/her estate shall have paid to him/her or his/her estate, any unused vacation leave he/she may have earned.

Vacation leave shall be scheduled with and approved by the Employer. Except in an emergency, notice of intent to use vacation leave must be given two (2) weeks in advance of said leave commencing.

Leave Without Pay: Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, leave without pay may be granted by the Employer in writing for the remaining period of disability after both sick leave and vacation leave have been exhausted. An employee granted leave without pay shall not accrue any vacation, sick leave, or other benefits except seniority.

ARTICLE 8
GROUP INSURANCE

The employer will provide a health, dental, drug, vision and life insurance program of the Employer's choice for the Employee and his/her dependents as follows.

The Employer will provide three options to each regular full-time employee:

Option B (See attached Exhibit A)

Option C (See attached Exhibit A)

Option D (See attached Exhibit A)

Employees who select Plan B will pay 10% of the premium per month.

Employees selecting Plan C will pay 5% of the premium per month.

Employees selecting Plan D the County will pay the entire premium each month.

The insurance programs, including eligibility, referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

During the term of this agreement, the parties agree to meet quarterly to discuss the insurance program along with the claims and financial aspect of the plan.

ARTICLE 9
BENEFITS

Cleaning: shall be as provided in 337A.2 Code of Iowa, 1983.

ARTICLE 10

WAGES

<u>Job Classification</u>	<u>2007</u>	<u>July 1 2008</u>	<u>2009</u>
Sergeant	\$ 20 68	\$ 21 23	\$ 21 78
Senior Deputy	\$ 19 47	\$ 20 02	\$ 20 57
Deputy Sheriff			
Start (certified)	\$ 17 62	\$ 18 17	\$ 18 72
Start (non-certified)	\$ 14 50	\$ 15 05	\$ 15 60
End of probation	\$ 18 13	\$ 18 68	\$ 19 23
End of one year	\$ 18 49	\$ 19 04	\$ 19 59
End of two years	\$ 18 85	\$ 19 40	\$ 19 95
End of three years	\$ 19 21	\$ 19 76	\$ 20.31
Civil Clerk	\$ 16 36	\$ 16 91	\$ 17 46
Chief Jailer	\$ 17 21	\$ 17 76	\$ 18 31
Assistant Chief Jailer	\$ 15 44	\$ 15 99	\$ 16 54
Jailer Matron	\$ 14 66	\$ 15 21	\$ 15 76
New Jailer	\$ 14 01	\$ 14 56	\$ 15 11

Longevity Ten cents (\$ 10) per hour additional after three (3) years of continuous service with an additional three cents (\$ 03) per hour additional after each additional year of continuous service thereafter, not to exceed twenty-five cents (\$ 25) per hour

ARTICLE 11

GENERAL PROVISIONS

This Agreement supercedes and cancels all previous agreements and practices between the County and the employee's of the Union County Sheriff's Office, unless expressly stated to the contrary herein, and together with any mutually agreed to amendments, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining during the duration of this Agreement

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements are the sum total of this Agreement

ARTICLE 12
DUES CHECKOFF AND INDEMNIFICATION

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked, in writing, at any time, by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Employee Organization dues from the first paycheck of each month of the employee, and remit such deduction by the fifteenth (15th) day of the month to the business address of the Employee Organization with an accompanying list of employees from whom payroll deductions were made. The Employee Organization will notify the County, in writing, of the exact amount of such regular membership dues to be deducted. The County will require a minimum of thirty (30) days and maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues check-off clause.

ARTICLE 13
AMERICANS WITH DISABILITIES ACT

The parties agree that the Employer may by-pass the provisions under this Agreement in order to comply with the Americans with Disabilities Act.

ARTICLE 14
FAMILY AND MEDICAL LEAVE ACT

The parties agree to comply with all provisions of the Family Medical Leave Act. The Employer will develop policies and procedures to comply with this Act. The Employer will provide the Union with copies of the policies and procedures.

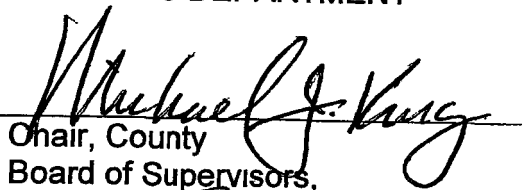
ARTICLE 15
TERMS OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2007 to and including June 30, 2010. Written notice of desire to open this Agreement shall be served by either party or the other on or before September 15, 2009.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Chief Negotiators, and their signature placed thereon, all on the 23rd day of July, 2007.

UNION COUNTY
SHERIFF'S DEPARTMENT

By


Chair, County
Board of Supervisors,

By


Sheriff

TEAMSTERS LOCAL 238,
affiliated with the INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

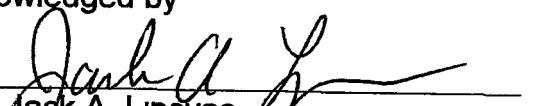
By


For the Union

By


Principal Officer

Acknowledged by


Jack A. Lipovac
HR-OneSource


Business Representative

Prepared by HR-OneSource

EXHIBIT A**HEALTH INSURANCE
PLANS****For 2007 – 2010 Fiscal Years**

	Plan B	Plan C	Plan D
Deductible			
Single	\$275	\$550	\$1,100
Family	\$550	\$1,100	\$2,200
Benefit Percentage	90%	80%	80%
Copay	\$20	\$20	\$30
Out of Pocket Maximums¹			
Single	\$1,050	\$1,575	\$2,100
Family	\$2,100	\$3,150	\$4,200
Prescriptions			
Generic	\$15	\$20	\$20
Brand	\$25	\$35	\$40
Formulary	\$40	\$50	\$60

The premiums will be adjusted each year as determined by the Third Party Administrator

¹ These figures are for PPO